

**TOWN OF LAUDERDALE-BY-THE-SEA
REQUEST FOR PROPOSALS**

DATE: June 27, 2009

RFP NO. 09-06-02

The Town of Lauderdale-By-The-Sea, Florida, hereinafter referred to as the "TOWN", will accept sealed proposals at Town Hall, 4501 North Ocean Drive, Lauderdale By The Sea, Florida 33308 for the services described below:

INFORMATION TECHNOLOGY MAINTENANCE AND CONSULTING

Proposals must be received either by mail or hand delivery, no later than **2:00 p.m.** local time on **Wednesday, July 29, 2009**, where shortly thereafter proposals will be open and read out loud. Any proposal received after the specified time on said date will be rejected as non-compliant.

The "TOWN" reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the "TOWN".

GENERAL INFORMATION AND STATEMENT OF WORK

The "TOWN" has five distinct and separate locations: Town Hall, Development Services, Municipal Services, Parking Enforcement and the Senior Center and is seeking an experienced, professional or firm to perform the following scope of services for each location:

- Support,
- Performance,
- Maintenance,
- Troubleshooting
- Recovery

of the "TOWN" servers, printers and computer systems.

The successful proposer will:

- Pass a FDLE (Florida Department Of Law Enforcement) background check.
- Consultant acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the "TOWN" and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to Consultant or of which Consultant may otherwise become aware are and shall be and remain the confidential information of the "TOWN"

("Confidential Information"). The consultant will not use or disclose any information concerning services under this contract.

- Maintain computers and troubleshoot core business application in an XP Window Environment (desktop and laptop) to optimize performance. This may include updating, upgrading, installing or removing software including anti-virus spyware and spam filters, maintaining up-to-date site licenses for all software, ensuring the integrity of backups, ensuring adequate memory is installed to optimize performance on each machine, and other necessary support functions as may deemed necessary.
- Perform monthly maintenance services:
 - >Servers
 - >Network and System Backups and Reboots
 - >Hardware Utilization – including hard disc maintenance
 - >Back Up tracking and validation

Monthly service may include updating, upgrading, installing or removing software including patches, drivers, configuring servers and or networks, and other necessary support functions as may deemed necessary to ensure the integrity of server backups.

Sample of existing Application Inventory:

Web Cast Media Manager –version 2.6.6
Laserfiche Client - version 7.2.1
Ad Star6 – version 6.1.78
Fund Balance Interactive Financial System, >Release 2.59 version 7.94
Public Works Work Order System – version 1.0
IMS Code Compliance - version 2.342
IMS Business Tax - version 4.527
Arc View 9.3
Digital Boss Pay Parking Stations
Auto Issue 32 – Parking Citations
E-Silo, LLC – remote back up release - 1.3.0-37

Sample of existing Window Services:

Mail, FTP, Web, File, Backup, Print and repository servers.
Authentication, Scripts and VPN

- Must be available on an "on-call" basis and provide no greater than eight (8) hours response time in the event of a repair or critical problem. Other services such as monthly routine maintenance and/or upgrade installations **must be scheduled after business hours**, unless Department is available during business hours and daily operational activities of the department are not disrupted.

- Must be knowledgeable in servers, network schematics, hardware/software installation, routers, firewalls, air cards, network security and access levels, cabling, battery backups, directories, and general component integration.
- Should be able to recommend products, equipment or services, which will enhance and protect the "TOWN" electronic data and to negotiate with vendors for pricing of those goods or services if approved for purchase.
- Must submit proof of a liability, in addition to any other insurances the "TOWN" may reasonably require. "CONTRACTOR" may be held liable for damage occurring during the performance of the contract. "CONTRACTOR" shall maintain at its sole cost insurance coverage throughout the term of this agreement and any extensions of this agreement.
- "CONTRACTOR", if a corporation, must submit proof of authority to do business in the State of Florida.

Contract Period: The "TOWN" wishes to enter into an Agreement for Information Technology maintenance and consulting computer services. This agreement shall be effective as of the date set forth above and shall continue for a period of two (2) years. Agreement can be renewed for two consecutive years by mutual consent of parties. Agreement can be cancelled in writing within ninety (90) days in advance of the termination date of _____(the "Term").

PROPOSAL REQUIREMENTS

The proposal submitted to the "TOWN" shall contain the following elements:

1. Scope of Services Proposed

Clearly describe the scope of services proposed inclusive of approach or work plan.

2. Qualifications

Provide a description of the proposer or firm, including the number of years in business, experience and certifications.

3. References

Provide a list of references where similar services are currently provided or have been contracted and satisfactorily performed within the past three (3) years. For each reference listed, include the name and telephone number of a representative knowledgeable of the services provided.

4. Price Proposal

Submit your hourly rate for computer services **AND** your monthly maintenance fixed service fee for the required engagement of services in accordance with the technical

specification proposed and submitted. The cost (price proposal) does not cover any additional hardware, software, or software license requested or required by the "TOWN" to fulfill its legal licensing obligations.

5. Proposal Submission

No faxed proposals will be accepted. The original is to be submitted to the Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale By The Sea, Florida 33308 in a sealed envelope clearly marked "**RFP NO. 09-06-02 - IT Consulting**" on the outside. Any proposal, which is bound, must also contain an electronic version on CD-ROM.

6. Addenda, Additional Information

Any addenda issued by the "TOWN" must be acknowledged by the proposer on the form provided by the "TOWN" and become a component of this RFP.

Any clarification pertaining to "**RFP NO. 09-06-02**" shall be directed in writing to the Town Clerk via mail or sent facsimile at 954-776-1857 by July 23, 2009. Also, only communications from proposers that are signed and in writing will be recognized by the "TOWN" as duly authorized expressions on behalf of the Proposer.

Evaluation Method and Criteria

The contract shall be awarded to the most responsive proposer whose contract components are in the best interest of the TOWN, all factors considered. In determining the "most responsive" the TOWN, shall consider:

- (a) The ability, capacity and skill of the Proposer to perform or provide the service required.
- (b) Whether the Proposer can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- (c) The quality of performance of previous contracts of services, including, but not limited to, "TOWN" contracts.
- (d) The overall cost to the "TOWN".
- (e) The best interests of the "TOWN". As the best interest of the Town may require, the "TOWN" reserves the right to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

General Conditions

A. Public Entity Crimes Information Statement: "A person or Affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplies, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

B. Any proposal may be withdrawn up until the date and time set forth for the receipt of the proposals by the "TOWN". Any proposal not withdrawn shall constitute irrevocable pricing for a period of 90 days or until one or more of the proposals have been duly accepted and an agreement is awarded. No guarantee or representation is made herein as to the time between the proposal opening and subsequent award.

C. All applicable laws and regulations of the U.S. Government, State of Florida, Broward County and ordinances and regulations of the "TOWN" will apply to any resulting agreement.

D. Any agreement resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the "TOWN" and shall contain, as a minimum, applicable provisions of the Request for Proposal. The "TOWN" reserves the right to reject any agreement that does not conform to the Request for Proposal and any "TOWN" requirements for agreement.

E. Conflict of Interest – For purposes of determining any possible conflict of interest, all Proposers must indicate if any Town of Lauderdale-By-The-Sea elected official or employee is an owner, corporate officer, or employee of their business. If such relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.13.

TOWN OF LAUDERDALE-BY-THE-SEA CERTIFICATION FORM

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY THE TOWN IN AWARDED THE AGREEMENT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE AGREEMENT SHALL CAUSE THE TOWN TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AGREEMENT.

(Signature)

(Date)

Company Name

Printed/Typed Name

TOWN OF LAUDERDALE-BY-THE-SEA INDEMNIFICATION FORM

The Contractor shall indemnify and hold harmless the Town of Lauderdale-By-The-Sea, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically Provided herein, this agreement does not require Contractor to indemnify the Town of Lauderdale-By-The-Sea, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or Proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or Proceeding is brought against the Town of Lauderdale-By-The-Sea by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or Proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea.

The indemnification Provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy Proceeding, or to Provide for such defense, at the Town of Lauderdale-By-The-Sea's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town of Lauderdale-By-The-Sea whether performed by Contractor, or persons employed or utilized by contractor.

The Contractor's obligation under this Provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance Protection.

Signature _____

Company Name _____

DATE: _____